

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:  
Gay Kellogg Browne  
Debtor

Case No.3:11-bk-02869-JAF

NOTICE OF INTENTION TO SELL  
PROPERTY OF THE ESTATE

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NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection within 21 days from the date of service of this paper. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at 300 North Hogan St., Suite 3-350, Jacksonville, FL 32202, and serve a copy on the movant or movant's attorney, Robert Altman, P.O. Box 922, Palatka, FL 32178-0922.

If you file and serve an objection within the time permitted, the court will schedule a hearing and you be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

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NOTICE IS HEREBY GIVEN that the trustee intends to sell the following property, under the terms and conditions set forth below.

1. Description of property:

2003 BMW 530i VIN: WBADT63403CK45763

2. Manner of Sale: Private ( ) \* Public Auction ( x )

3. Terms of Sale:

The assets described above will be sold at public auction on Saturday, November 19, 2011 at 10:00 a.m. \*\* The inspection will be held on Saturday, November 19, 2011 beginning at 8:00 a.m. The sale and auction will be held at Fleming & Company, LLC, 11636 Davis Creek Rd. E., Jacksonville, FL 32256. The auctioneer handling the sale is Peter Mocke who will charge a commission of 8%. Upon the filing by the auctioneer of his report of sale and his Application for Commission, the auctioneer will be paid his commission and expenses subject to later court review.

4. The trustee reserves the right, without penalty, to withdraw this offer of sale at any time. This sale will not become final until after the expiration of the 21 day objection period set forth above/or a favorable disposition of any objections to the sale. The trustee, until the expiration of the time within which parties may object to the proposed sale, will entertain any higher bids of the purchase of the asset(s) being sold. Any higher bid must be accompanied by a deposit of twenty percent (20%) of the proposed higher purchase price. Any higher bid must be received by the trustee at the address listed below no later than twenty-one (21) days from the date of this notice. Should a higher bid be received, the trustee will conduct a telephone auction

between the original purchaser named in this notice and the additional bidder(s) at the earliest reasonable time.

This conveyance is expressly subject to all matters of record (although reference to such matters shall not serve to extend the same), governmental restrictions, and to ad valorem taxes. By acceptance of this Deed or other appropriate manner of conveyance, Grantee agrees that Grantor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the property, including, but not limited to, warranties or representation as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the property including, without limitation; (i) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the property; (ii) the manner or quality of the construction or materials incorporated into any of the property; and (iii) the manner, quality, state of repair or lack of repair of the property. Buyer agrees that with respect to the property, Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller. Buyer represents that it is relying solely on its own expertise and that of Buyer's consultants, and that Buyer will conduct such inspections and investigation of the property, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and upon closing or transfer by other means, shall assume the risk that adverse matters, including but not limited to adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and investigations.

Buyer acknowledges and agrees that upon closing or other means of transfer, Seller shall sell and convey to Buyer and Buyer shall accept the property "as is, where is", with all faults and Buyer further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the property by Seller, any agent of Seller or any third party.

ROBERT ALTMAN, P.A.

/S/ Robert Altman

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Robert Altman, Trustee  
Florida Bar # 346861  
P.O. Box 922  
Palatka, FL 32178-0922  
(386) 325-4691  
(386) 325-9765 (fax)

\*\* Or, as continued or rescheduled per  
Announcement at Auction.